

Truliant Federal Credit Union
BUSINESS VISA®
BUSINESS CREDIT CARD AGREEMENT

NOTICE: See below for important information regarding your rights to dispute billing errors.

In this Agreement the words “you” and “your” mean the entity that applied for the card or that signs this Agreement. “Card” means the VISA Credit Card and any duplicates and renewals we issue. “Account” means your Business VISA Credit Card Line of Credit Account with us. “We”, “us” and “ours” means this Credit Union.

1. Using the Card. You may use the Card issued to you to make purchases in person, online, and by mail or telephone from merchants and others who accept VISA cards. In addition, you may obtain cash advances from the Credit Union, from other financial institutions participating in the VISA program and from automated teller machines (ATMs), such as VISA ATM Network, that provide access to the VISA system. (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a Cash Advance from an ATM. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, Cash Advances, credit or other slips cannot be returned with the statement. You should retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request. You may not use your card for any transaction that is illegal under applicable federal, state, or local law.

2. Responsibility. If we issue you a Card, you agree to repay all debts and the FINANCE CHARGE arising from the use of the Card and the Card Account. You are also responsible for charges made by anyone else to whom you give the Card and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will close the Account for new transactions if you so request and return all Cards.

3. Lost Card Notification. If you believe the Card has been lost or stolen, you will immediately call the Credit Union at 800-822-0382 or 833-541-0777.

4. Liability for Unauthorized Use. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union orally or in writing, of any such loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00 for unauthorized cash advances at ATM's. You will have no liability for unauthorized purchases made with your card.

5. Credit Line. If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved Credit Line. Each payment you make on the Account will restore your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by us. By giving you written notice we may reduce your Credit Line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the Account balance. All Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.

6. Credit Information. You authorize us to investigate your credit standing when opening, renewing or reviewing your Account and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized by applicable law.

7. Monthly Payment. We will mail you a statement each month showing your previous balances of Purchases, Balance Transfers, and Cash Advances, current transactions on your Account, the Minimum Payment required, and other information. Each month you must pay at least the Minimum Payment within 25 days of your statement closing date. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the FINANCE CHARGE by doing so. Your Minimum Payment will be either (a) 2% of your Total New Balance, or \$20.00, whichever is greater, or (b) your Total New Balance if it is less than \$20.00. In addition, you must pay any portion of the Minimum Payment(s) shown on prior statement(s) which remain unpaid. If at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. Unless you otherwise instruct, we may apply your payments in such manner as we may elect.

8. Finance Charges. A FINANCE CHARGE will be imposed on all outstanding balances in your Account from the time they are posted to your Account; however, you can avoid FINANCE CHARGES on Purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases will be subject to a FINANCE CHARGE. Cash Advances and Balance Transfers are always subject to FINANCE CHARGE from the date that they are posted to your Account.

The periodic rate applicable to your account as of April 24, 2023 was .0373972% (corresponding ANNUAL PERCENTAGE RATE 13.90%). The periodic rate that will be applied to the balances in your Account is a variable rate based on the value of an index. The index is the highest “Prime Rate” as published in the Wall Street Journal. Your ANNUAL PERCENTAGE RATE will be such prime rate plus 5.9%. Your daily periodic rate will be such ANNUAL PERCENTAGE RATE divided by the number of days in the year. Any change in the periodic rate will be effective the first day of the first complete billing cycle immediately following a published change in the index. The interest rate applied to your Account will increase if the Prime Rate increases. Any increase in the periodic rate may increase the number of payments required to pay your Account balance in full, and may cause your minimum payment to increase. Your daily periodic rate will not exceed .0493150% (18% ANNUAL PERCENTAGE RATE).

Your FINANCE CHARGE is based upon the average daily balance in your Account for the number of days in the billing cycle. The average daily balance in your Account is determined by taking the beginning balance in your Account each day, adding any new Purchases, Balance Transfers, and Cash Advances and subtracting any payment or credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance”. The FINANCE CHARGE is determined by multiplying the average daily balance by the daily periodic rate, and then by multiplying that product by the number of days in the billing cycle.

9. Other Charges. The following other charges will be added to your Account, as applicable: 1) If you are 10 days late in making a payment, you will be charged 5% of the payment due, but not less than \$15.00, 2) If your Account balance exceeds your approved Credit Line on the date your statement is produced, you will be charged \$15.00.

10. Annual Maintenance Charge. You agree to pay an Annual Maintenance Charge for your VISA Account as follows:

Business VISA - \$0.00.

Except as otherwise provided by law, your Annual Maintenance Charge is not refundable and will be charged to your Account as a Purchase. An Annual Maintenance Charge will be imposed as long as your Account has an unpaid balance.

11. Default. You will be in default if you fail to make any Minimum Payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens which the Credit Union believes may substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full Account balance without notice. If immediate payment is demanded, you will continue to pay FINANCE CHARGE, at the periodic rate charged before default, until what you owe has been paid, and any shares that were given as security will be applied towards what you owe. To the extent permitted by law, you will also be required to pay the Credit Union's collection expenses, including court costs and reasonable attorneys' fees.

12. Returns and Adjustments. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases, balance transfers, and Cash Advances, or, if it is \$1.00 or more, refund it on your written request.

13. Amendment to Agreement. We may amend this Agreement at any time upon such notice as is required by applicable law. Unless the law otherwise provides, notice of amendment shall be mailed or delivered to you at least 15 days prior to the effective date of a change. Any amendments (including amendment of interest rate, interest rate formula or fees) will apply not only to future transactions, but also to all Account balances outstanding on and after the effective date of the change.

14. Foreign Transactions. To the extent that you have used your Truliant VISA card to purchase goods or services in-person or online, or obtain cash in another country, your statement may reflect the conversion into U.S. dollars of transactions which occurred initially in a different currency. Currently, VISA U.S.A. regulations provide that the exchange rate is either (1) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives or (2) the government mandated rate in effect for the applicable central processing date. VISA U.S.A. charges an International Service Assessment (ISA) fee of 1% which will be applied to each international transaction when foreign currency is converted because the merchant is using a non-US bank to process the transaction. The ISA will appear as a separate transaction on your statement.

15. Plan Merchant Disputes. Except as provided by law, we are not responsible for the refusal of any plan merchant or financial institution to honor your Card. For a statement of your billing rights and our obligations with respect to disputes with plan merchants, see the statement: "YOUR BILLING RIGHTS", which forms a part of this Agreement and disclosure.

16. Security Interest. By accepting this card you are granting the Credit Union a security interest in your shares or deposits in the Credit Union to secure payments for amounts due under this VISA Agreement. In no event will the Credit Union assert a security interest in any share or deposit in an Individual Retirement Account or a Keogh Plan Account.

17. Agreement. This Agreement is the contract which applies to all transactions on your Account even though the Purchase slips, Cash Advance slips, balance transfer requests, credit or other slips you sign or receive may contain different terms. We may assign our rights under this Agreement. If we do, any amounts due on your Account shall belong to our assignee.

18. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

19. Statements and Notices. You will receive a statement each month showing transactions on your Account. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

20. Governing Law. This Agreement is made in North Carolina and we extend credit to you from North Carolina. This Agreement is governed by the laws of the State of North Carolina (without regard to its conflict of laws principles) and by any applicable federal laws.

21. Arbitration. THIS ARBITRATION PROVISION WILL NOT APPLY TO YOU IF YOU ARE COVERED BY THE FEDERAL MILITARY LENDING ACT EITHER AS A MEMBER OF THE ARMED FORCES OR AS A DEPENDENT OF SUCH MEMBER.

YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION AS DESCRIBED BELOW. If you do not opt out and a Claim (as defined below) is arbitrated, neither you nor we will have the right to: 1) have a court or a jury decide the Claim; 2) engage in information-gathering (discovery) to the same extent as in court; 3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or 4) unless all parties agree in writing, join or consolidate a Claim with claims of any other person or entity.

A. This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving a dispute in front of one or more neutral persons (each an "arbitrator") instead of resolving the dispute through a court trial in front of a judge or a jury. Arbitration proceedings are private and less formal than court trials. Arbitration can be quicker and more cost efficient than court at resolving disputes. In an arbitration, the arbitrator (or arbitrators) will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. Courts rarely overturn arbitration decisions.

B. This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16 (the "FAA") and not by any state arbitration law.

C. **If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which specifies your name and address, identifies the applicable Account(s), and includes a signed statement that you opt out of the Arbitration Provision. Any written opt-out notice must be signed by you and sent to us by mail (not electronically) at: Truliant Federal Credit Union, Attn: Visa Department, P.O. Box 26000, Winston-Salem, NC 27114-6000. You should retain a copy of your opt-out notice and evidence of mailing it. Any opt-out notice is effective only if it complies with the above requirements**

and is postmarked within 30 days after the date you first accepted your Account. If you do opt out of this Arbitration Provision, this decision will have no adverse effect on your relationship with us and it will not affect any other terms and conditions of your Agreement.

The above paragraph states the only ways you can opt out of the Arbitration Provision and if you do not opt-out, this Arbitration Provision will be effective as of the date you first accepted your Account. If an Account is jointly owned, one owner's rejection of this Arbitration Provision will be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Provision will not be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. If you have more than one Account with us, and wish to opt out of the Arbitration Provision for multiple Accounts, and are still within the time period for opting out of the Arbitration Provision for said Accounts, please include in your written opt-out notice each Account for which you wish to opt out of the Arbitration Provision. In all other circumstances, your decision to opt out of the Arbitration Provision applies only to this Account and not to any other Accounts you have with us. Moreover, we offer a number of different products and services to our customers. If you opt out of arbitration for this Agreement, that will not affect any arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us; any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a deposit or share account with us, opting out of this Arbitration Provision will not constitute an opt out of any arbitration provision that may apply to the deposit or share account.

- D. **Disputes Subject to Arbitration:** You or we may elect to have "Claims" arbitrated rather than resolved in court. The term "Claim" means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to your Agreement or your Account. "Claim" has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (4) disputes concerning your application or other information you gave us before opening your Account; (5) any Account(s) you previously had with us; (6) disputes arising from or related to products or services provided by or purchased or obtained from us in connection with your Account; (7) disputes arising from or related to any transactions in connection with your Account; (8) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your Account; (9) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (10) disputes concerning your Card, disclosures, finance charges, late charges, purchases, payments, insurance, security, collections, default, credit transactions, fees, cash advances, balance transfers, overdraft charges, foreign currency conversions, repossession or the collection of monies owed and the manner of collection; and (11) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of this Agreement. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.
- E. **Disputes Not Subject to Arbitration:** Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of your Agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.
- F. **Starting or Electing Arbitration:** You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen and agreed to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.
- G. **The Administrator:** Any arbitration under this Arbitration Provision will be administered under the rules of the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org. You can obtain a copy of the AAA's rules by visiting their websites or calling them. The parties may also mutually agree to select an arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If AAA cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge.
- H. **Jury Trial Waiver: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**
- I. **Class Action Waiver: ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT**

THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

- J. **Location and Costs of Arbitration:** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. Each administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, your Agreement or the administrator's rules.
- K. **Law Applied by the Arbitrator:** North Carolina and federal law shall apply as stated in the above Governing Law Provision. The arbitrator must apply this law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.
- L. **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.
- M. **Arbitration Award and Right of Appeal:** At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, you or we can, within 15 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The appeal panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Location and Costs of Arbitration." The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.
- N. **Rules of Interpretation:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive (1) the repayment of amounts owed under your Agreement; (2) any legal proceeding; (3) any sale, assignment or transfer of your Account; (4) any bankruptcy to the extent consistent with applicable bankruptcy law; (5) any default, breach or repossession; (6) any termination, cancellation, closure, suspension or non-renewal of your Agreement, your Account or credit privileges; and (7) any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of your Agreement, on the other hand, this Arbitration Provision shall govern. Any changes to this Arbitration Provision will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Provision.
- O. **Severability:** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

YOUR BILLING RIGHTS

KEEP THIS NOTICE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Any right you may have to not pay for disputed items is subject to the regulations of Visa, U.S.A., Inc.